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NOTES OF CASES.

ATTORNEY—NONRESIDENT—SERVICE OF PROCESS.—A nonresident attorney at law is held, in *Greenleaf v. People's Bank* (N. C.), 63 L. R. A. 499, not to be exempt from service of process when coming into the state to transact business before the courts in the interest of his client.

BANKRUPTCY—PREFERENCE BY PAYMENTS ON OPEN ACCOUNT.—Payments made on an open account, within four months of the debtor's adjudication in bankruptcy, which are received in good faith, without the creditor's knowledge of the debtor's insolvency, and are less in amount than the credit sales made by such creditor to the debtor during that period, do not constitute a preference which must be surrendered before the claim for the balance can be allowed under the bankrupt act. *Yaple v. Dahl-Milikan Grocery Company*, — U. S. —, 24 Sup. Ct. 552.

BANKRUPTCY—RECEIVERSHIP—EXEMPTION—PROPERTY SET ASIDE TO AWAIT—DELIVERY TO BANKRUPT UNDER BONDS.—Where a receiver in bankruptcy has been appointed, the court, on petition of the bankrupt, in order to preserve his rights to specific property which he wishes to exempt, and which otherwise would be sold, will direct the receiver to set aside such property to await the result of his exemption claim, and, upon giving bonds for its return, will under some circumstances authorize its delivery to such bankrupt meanwhile. *In Re N. Shaffer & Son*, 128 Fed. 986. (District Court, M. D. Pennsylvania).

BANKS AND BANKING—ALTERATION—LIABILITY OF COLLECTING BANK.—A drawee bank which pays a raised check under the mistaken belief that it has not been altered is held, in *Crocker-Woolworth Nat. Bank v. Nevada Bank* (Cal.), 63 L. R. A. 245, to have no right to the collecting bank to refund the excessive amount after it has in good faith and without notice of fraud turned the proceeds over to the payee, where the indorsement of the collecting bank is restrictive, and the drawee knows that it holds the check merely for collection.

BREACH OF PROMISE—ILLICIT CONNECTION—SUBSEQUENT MARRIAGE—STATUTORY PENALTY.—The subsequent marriage of the defendant to the injured female is held, in *Re Lewis* (Kan.), 63 L. R. A. 281, not to be a bar to a prosecution under a statute providing a penalty for obtaining illicit connection under promise of marriage with any female of good repute under twenty-one years of age.

COMPARISON OF HANDWRITING.—When other writings are available for comparison with a disputed writing in a slander case, it is held, in *Gambrell v. Schooley* (Md.), 63 L. R. A. 427, that there should not be ad-